

**REQUEST FOR PROPOSAL (RFP)
SERVICES FOR SOFTWARE INTEGRATION OF SCADA SYSTEM, SCADA
SYSTEM IMPROVEMENTS**

DEADLINES:

RFP Issue Date: April 17, 2024
RFP Publication Dates: April 17, 2024 & April 24, 2024
Questions Deadline: May 1, 2024
Submittal Due Date/Time: May 15, 2024 @ 3:00 P.M.
RFP Opening Date: May 16, 2024 @ 10:00 A.M.
Anticipated Contract Effective Date: June 17, 2024

(subject to changes necessary to ensure fairness and to accommodate unanticipated events)

Sealed proposals for the materials or services specified will be received by the City of Cumby at the City Secretary’s Office until the date and time as indicated above. The sealed proposal packet will be accessible via download from the City’s website at Cumbytx.com under the “Documents” tab or may be requested via email sent to the City Secretary at Secretary@CityofCumby.com. Updates or Addenda to the RFP will be posted at the same location on the City’s website, and it will be the responsibility of the Vendor to check the website for updates. Persons who request a copy of the RFP from the City Secretary via email will be sent an email notification if the Updates or Addenda are added; however, it is still the Vendor’s responsibility to check the City’s website for updates or any changes in the process.

Please submit one (1) original unbound proposal, three (3) complete bound copies of proposal, and one (1) complete copy on memory flash drive (each including required signatures), in a sealed envelope or package to the address listed below.

MARK ENVELOPE: “RFP SCADA System”

DELIVERY ADDRESS:

PROPOSAL CONTACT
CITY OF CUMBY
CITY SECRETARY
100 E MAIN ST.
CUMBY, TEXAS 75433
903-994-2083

**DELIVERY & MAILING
ADDRESS:**
CITY OF CUMBY
100 E. MAIN ST
CUMBY, TX 75433

Sealed submissions shall be clearly marked “RFP SCADA System”. Include the Applicants

name and address on the front of the envelope or package. Additional instructions for preparing a response are provided within.

Questions concerning this **Request for Proposal** and **Scope of Work** should be directed **in writing** to: (oral explanations will not be binding)

City of Cumby, Texas
Attn: Miranda Randle,
City Secretary
100 E Main St
Cumby, TX 77641
secretary@cityofcumby.com

Proposals must be signed by a person having authority to bind the firm in a contract. Proposals shall be placed in a sealed envelope, with the Vendor's name and address in the upper left-hand corner of the envelope.

The City appreciates your time and effort in preparing a response. **Please note that sealed bids must be received by the due date and time shown above.** Bids received later than the date and time above will be returned unopened, and will not be considered. No telephone, facsimile or electronic bids will be accepted. **Bids submitted by phone, facsimile or electronically will be disqualified.** Bids will be accepted only if delivered in person, by the U.S. Postal Service, or by delivery service such as UPS or Federal Express. The City will not be responsible for, or consider missing, lost, or late deliveries.

CITY OF CUMBY

SERVICES FOR SOFTWARE INTEGRATION OF SCADA SYSTEM, SCADA SYSTEM IMPROVEMENTS & SCADA SYSTEM EXPANSION

Project Overview

The City of Cumby, Texas is issuing this Request for Proposals (RFP) for professional services related to software integration (SI) for Supervisory Control and Data Acquisition (SCADA) system improvements for their municipal water and wastewater collection systems, and possibly for future projects. The scope of work for the upcoming project includes professional programming services for new programmable logic controllers (PLCs), human-machine interfaces (HMI's) and SCADA PC-computer terminals associated with the project, supply of field RTU's. The work may also extend to programming of other equipment such as variable frequency drives, etc., as well as facilitating the functionality of the communications system further described herein. It is anticipated that the successful SI firm will be retained directly by the City under a professional services agreement for the scope of work outlined further below.

Project Background

The City's infrastructure includes its water and wastewater utility infrastructure. The City's SCADA and OMS software systems are critical to the operation of this utility infrastructure. Cumby is issuing this RFP to select a SCADA, DMS and OMS system that meets the needs of the electric utility. The City is seeking to install a SCADA system hardware and software to protect its water distribution infrastructure. Objectives of the project include achieving state of the art system reliability and functionality, management and storage of historic data, report generation, and related tasks, achieving state of the art system reliability and functionality, management and storage of historic data, report generation, and related tasks to provide trends, reporting, and alarms help to quickly identify issues that interrupt service and reduce the operational lifespan of distributed water pipes, pumps, tanks, and valves.

Scope of Services

Scope of services for the Software Integrator will include SCADA interface units, with programming for Remote Terminal Units (RTCs), Programmable Logic Controllers (PLCs), HMI's and SCADA PC's throughout the system. New SCADA system must also include a communications network to connect the control master of the SCADA system to the SCADA interface units.

In developing software for the SCADA system, the SCADA system communications will need to provide the best option for the reliability and longevity of the system, consistent with operational descriptions provided by the City, and work with the City's IT department to coordinate server and system security and accessibility. The system will be non-proprietary, fully open and accessible to the City. Input by the prospective vendor concerning operational functionality, appearance of the interface screens and the like will be welcome. However, the actual functionality and screen development will be as required by the City. The work will also include management and storage of historic data, report generation, and related tasks.

Project Objectives

The project objectives include, but are not necessarily limited to the following:

- A new SCADA system with a single, unified platform across all sites which provides reliable operation of water/wastewater collection, delivery and treatment.
- Standardized programming for each element of the project, and programming methods that emphasize standardization, modularity, and simplicity.
- Full documentation, such that the programming is not reliant upon a single individual programmer or organization.
- Thorough training of City staff.
- Thorough system support, including robust “on-call” response.

Minimum Qualifications Requirements:

In their qualifications response, proposing Software Integrator firms will submit, and be evaluated on a points system, according to the following criteria outlined below. Firms with higher rankings will then be selected for an interview shortlist for further evaluation by the City.

1. Candidate firm will have configured, furnished, provided software development services, and started-up for a successful governmental SCADA system(s) of similar or greater complexity for water and wastewater systems in the state of Texas within the last 2 years. The system(s) presented for these criteria need not have been constructed all at once; however, have been completely installed by the proposer. The systems shall be operational.

Provide the following information to demonstrate that the proposer’s cited system(s) have similar size and complexity to the proposed SCADA system:

- a. The project must be for a governmental organization, and the name of the governmental organization must be provided. Provide the Owner’s representative’s name, title, and phone number.
 - b. Provide general description of the project, including number and type of site(s), data telemetry types, as well as the software packages used.
 - c. To be considered, project(s) should be configured using non-proprietary, readily available type.
 - d. Related experience on smaller projects: For those projects most similar to the SCADA project, regardless of size, provide a project description, number of sites and software used, and the name of the candidate’s project manager for the project. In addition, provide the name of the project, the name of the Owner, and the name and telephone number of the Owner’s representative.
2. The candidate firm shall provide the following information regarding personnel:
 - a. The names and titles of employees of the candidate in the local office that will be used for this project. Provide resumes for each of the employees who will be directly involved with the project in a technical capacity.
 - b. Provide hourly rates that the proposer will provide for this project, including premium time multipliers, for the employees as outlined above.

- c. The number of years that each employee in the local office has been an employee of the candidate. Local office is the office closest to the City.
 - d. Identify the names of the full-time service personnel in the local office.
3. The candidate shall provide a certificate of general liability for not less than \$1,000,000. In addition, provide certificate indicating that the candidate carries at least \$1,000,000 of professional errors and omissions liability insurance.
 4. The candidate shall provide a list of on-going work.
 5. Provide a description of the candidate’s project management, project communications, and programming standards. Firms invited to interview will be asked to present a live demo of one of these project examples, to be determined in consultation with the City.
 6. The candidate shall describe their “on call” system to handle SCADA system operational issues which may arise during normal operation, including a description of approach to emergency and after-hours calls. Candidate must be within a reasonable service range; i.e. 250 miles.
 7. The candidate shall describe their training methods and procedures in the training of the city’s personnel in operation and maintenance of the system.
 8. Indicate whether the candidate has the ability to take over support of the system hardware at a future date, and if so information regarding the candidate’s support personnel with regard to this aspect.

The candidate will be evaluated with regard to each item according to the following point system:

Item No.:	Possible Points:	Evaluated according to:
Item 1 – Project Experience	20	Size of the project, responsiveness of the candidate and system performance, per interviews with system owners.
Item 2 – Employees	20	Number of employees and the time of service to the candidate
Item 3 – Insurance	Pass/fail	Ability to demonstrate insurance threshold met
Item 4 – Project Delivery Methods	20	Demonstration of project management standards and programming standards
Item 5 – Ongoing Work	10	Available capacity of the candidate over the project time period
Item 6 – On-Call	10	Quality of on-call response system
Item 7 – Training	10	Quality of training procedures
Item 8 – Hardware Support Capabilities	10	Ability of candidate to take on hardware support for the project at some future date
Pricing Proposal (i.e. hourly, lump sum and rate)		The candidate will include a Pricing Structure and Proposal with the submission; however, pricing proposal will only be evaluated after most qualified proposers are ranked.

Submittal Content and Format

The qualifications response shall include the following information:

1. Firm Information Provide candidate's firm name, address, description, firm history, and any other relevant information. Identify if any sub-consultants or contract employees are proposed for the project. If so, provide complete information on their role, responsibilities, and ongoing contractual relationship for support of the project.
2. Relevant Experience: All information as specified in the previous section.
3. Project Delivery Process: Include a discussion of the proposer's project management, programming procedures including documentation, communications, testing and startup, and training processes.
4. Team Bios: Include all main employee bios as specified in the previous section who will be working on the project through startup. It is the City's expectation that the successful candidate will have at least two programmers engaged in the project to a sufficient degree that both are well versed in its intricacies. These employees shall be identified, and shall not be changed from proposal to design without approval by the City.
5. Signature: an officer of the company shall provide their signature at the conclusion the qualifications response, representing that the submitted information is complete and true, and that company is committed to fulfilling the responsibilities for a complete and operational SCADA software system if selected for the project.

The qualifications response should be concise and limited to a maximum of 40 – 8.5” x 11” pages with a font size no smaller than 11-point. The cover, cover letter, and table of contents are to be included in the total page count.

The City of Cumby requires comprehensive responses to every section within this RFP. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in disqualification. To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation, not to constrain Vendors' content, but to ensure that the RFP's specific requirements are uniformly addressed, supporting the City's review and evaluation. Failure to arrange the proposal as requested may result in the disqualification of the proposal. It is requested that proposals be limited to no more than 40 pages, excluding resumes. All pages of the proposal must be numbered, and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

LETTER OF INTEREST

RFP – SERVICES FOR SOFTWARE SYSTEM IMPROVEMENTS

DEADLINE: _____, **2024**

The undersigned firm submits the following information (this RFP submittal) in response to the Request for Proposals (as amended by any Addenda), issued by the City of Cumby, TX (City) to supply the above referenced services. Enclosed, and by this reference incorporated herein and made a part of this RFP, are the following:

- ❖ Completed RFP Letter of Interest Form
- ❖ Completed Affidavit of no outstanding debts
- ❖ Completed Conflict of Interest Form
- ❖ Completed Non-Collusion Affidavit

Firm understands that the City is not bound to select any firm for the final pre-qualified list and may reject any responses submitted.

Firm also understands that all costs and expenses incurred by it in preparing this RFP and participating in this process will be borne solely by the firm, and that the required materials to be submitted will become the property of the City and will not be returned.

Firm agrees that the City will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this RFP. Firm accepts all terms of the RFP submittal process by signing this letter of interest and making the RFP submittal.

This RFP shall be governed by and construed in all respects according to the laws of the State of Texas.

Firm Name **Date**

Authorized Signature **Title**

Name (please print) **Telephone**

Email

AFFIDAVIT

All pages in Offeror's Responses containing statements, letters, etc., shall be signed by a duly authorized officer of the company whose signature is binding.

The undersigned offers and agrees to one of the following:

_____ I hereby certify that **I do not have** outstanding debts with the City of Cumby. I further agree to pay succeeding debts as they become due.

_____ I hereby certify that **I do have** outstanding debts with the City of Cumby and agree to pay said debts prior to execution of this agreement. I further agree to pay succeeding debts as they become due.

_____ I hereby certify that **I do have** outstanding debts with the City of Cumby and agree to enter into an agreement for the payment of said debts. I further agree to pay succeeding debts as they become due.

Firm Name **Date**

Authorized Signature **Title**

Name (please print) **Telephone**

Email

STATE: _____

COUNTY: _____

SUBSCRIBED AND SWORN to before me by the above named _____

on this the _____ day of _____, 20_____.

Notary Public

RETURN THIS AFFIDAVIT AS PART OF THE BID PROPOSAL

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p>_____</p> <p style="text-align: center;">Name of Officer</p>	
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>	
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p>7</p> <p style="text-align: center;">_____ Signature of vendor doing business with the governmental entity</p> <p style="text-align: right;">_____ Date</p>	

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

GENERAL INFORMATION:

Proposers are cautioned to read the information contained in this RFP carefully and to submit a complete response to all requirements and questions as directed.

TERMINOLOGY: "Bid" vs. "Proposal"--For the purpose of this RFP, the terms "Bid" and "Proposal" shall be equivalent.

AWARD: The City of Cumby will review all proposals for responsiveness and compliance with these specifications. The City reserves the right to award on the basis of the **Lowest and Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, and/or to reject any or all proposals.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: The proposer may withdraw its proposal by submitting written request, over the signature of an authorized individual, to the Purchasing Division any time prior to the submission deadline. The proposer may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Code Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Cumby.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. Be able to comply with the required or proposed delivery schedule.
2. Have a satisfactory record of performance.
3. Have a satisfactory record of integrity and ethics.
4. Be otherwise qualified and eligible to receive an award.
5. Be engaged in a full-time business and can assume liabilities for any performance or warranty service required.
6. The City Council shall not award a contract to a company that is in arrears in its obligations to the City.
7. No payments shall be made to any person of public monies under any contract by the City with such person until such person has paid all obligations and debts owed to the City or has made satisfactory arrangements to pay the same.

ADDENDA: Any interpretations, corrections or changes to the RFP will be made by addenda no later than 48 hours prior to the date and time fixed for submission of proposals. Sole issuing authority of addenda shall be vested in the City of Cumby Purchasing Manager. The City assumes no responsibility for the proposer's failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the proposal to be rejected. It is the vendor's responsibility to check for any addendums that might have been issued before bid closing

date and time. All addenda will be numbered consecutively, beginning with 1.

CUMBY PRINCIPAL PLACE OF BUSINESS: Any bona fide business that claims the City of Cumby as its principal place of business must have an official business address (office location and office personnel) in Cumby, the principal storage place or facility for the equipment shall be in Cumby and/or the place of domicile for the principal business owner(s) shall be in Cumby or such other definition or interpretation as is provided by state law. Contractors outside the City of Cumby are allowed to bid.

PRICES: The bidder should show in the proposal both the unit price and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit price shall prevail.

PURCHASE ORDER: A purchase order(s) shall be generated by the City of Cumby to the successful bidder. The purchase order number must appear on all itemized invoices.

INVOICES: All invoices shall be mailed directly to the City of Cumby, Attn.: **Utility Operations**, P.O. Box 1089, Cumby, Texas 77641.

PAYMENT: Payment will be made upon receipt of the original invoice and the acceptance of the goods or services by the City of Cumby, in accordance with the State of Texas Prompt Payment Act. The City's standard payment terms are net 30, i.e. payment is due 30 days from the date of the invoice.

SALES TAX: The City of Cumby is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; therefore, the proposal shall not include Sales Tax.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Cumby, Texas, Hopkins County. The City of Cumby may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the City Attorney concerning any portion of these requirements.

COMPLIANCE WITH LAWS: The Contractor shall comply with all applicable laws, ordinances, rules, orders, regulations and codes of the federal, state and local governments relating to performance of work herein.

INTEREST OF MEMBERS OF CITY: No member of the governing body of the City, and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

QUANTITIES: Quantities shown are estimated, based on projected use. It is specifically understood and agreed that these quantities are approximate, and any additional quantities will be paid for at the quoted price. It is further understood that the contractor shall not have any claim against the City of Cumby for quantities less than the estimated amount.

SHIPPING INFORMATION: All bids are to be F.O.B., City of Cumby, Cumby, TX 75433

INCORPORATION OF PROVISIONS REQUIRED BY LAW: Each provision and clause required by law to be inserted into the Purchase Order Contract shall be deemed to be enacted herein

and the Contract shall be read and enforced as though each were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted the Contract shall be amended to make such insertion on application by either party. These include:

STATUTORILY REQUIRED CLAUSES

Contractor affirms that it has submitted the necessary forms to comply with Texas Gov't Code Section 2252.908, Certificate of Interested Parties (Form 1295) <https://www.ethics.state.tx.us/filinginfo/1295/> and Chapter 176, Texas Local Government Code, Conflict of Interest Questionnaire (Form CIQ) (<https://www.ethics.state.tx.us/forms/CIQ.pdf>) and has returned a fully executed copy of both as Exhibits "A" and "B" to this executed Agreement and provide proof of filing of the latter to the Owner after filing with the Texas Ethics Commission as required by the referenced provision of the Texas Government Code.

- 1. Verification Regarding Energy Company Boycotts.** To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under § 2276.002, TEX. GOV'T. CODE, Contractor hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with § 2276.002, TEX. GOV'T. CODE, as amended, to the extent § 2276.002, TEX. GOV'T. CODE does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in § 809.001, TEX. GOV'T. CODE. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.
- 2. Verification Regarding Firearm Entities or Trade Associations.** To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under § 2274.002 (b) TEX. GOV'T. CODE, (i) the Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) the Contractor will not discriminate during the term of the contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Chapter 2274, TEX. GOV'T. CODE, to the extent the applicable provision in Chapter 2274.002, TEX. GOV'T. CODE does not contravene applicable Texas or federal law. As used in the foregoing verification, "firearm entity or firearm trade association" shall have the meaning assigned to the terms in § 2274.001 (6), (7), TEX. GOV'T. CODE. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.
- 3. Certification Regarding Terrorist Organizations.** To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under §§ 2252.151-.154 TEX. GOV'T. CODE, Contractor hereby certifies that it and its parent company, wholly or majority- owned subsidiaries, and other affiliates, if any, is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a

foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

4. **Verification No Boycott of Israel.** To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2271.001-002 TEX. GOV'T. CODE, Contractor and its parent company, wholly or majority- owned subsidiaries, and other affiliates, if any, further certifies and verifies that it does not boycott Israel and agrees that it will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (TEX. GOV'T. CODE §§ 2270.001-.002, 808.001-.006, 051-.057, .101-.102) The foregoing verification is made solely to comply with Chapter 2271, TEX. GOV'T. CODE, to the extent the applicable provision in Chapter 2271.001, TEX. GOV'T. CODE does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott Israel" shall have the meaning assigned to such term in § 808.001(1), TEX. GOV'T. CODE. Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

CONTRACTOR'S OBLIGATIONS: The Contractor shall and will, in good workmanlike manner, perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, in accordance with the provisions of this Contract and said specifications.

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail.

While the purpose of the specifications is to indicate minimum requirements in the way of capability, performance, construction, and other details, its use is not intended to deprive the City of Cumby the option of selecting goods which may be considered more suitable for the purpose involved.

Under the Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

TERMINATION FOR CONVENIENCE: The City may terminate this contract at any time giving at least thirty (30) days notice in writing to the Contractor. If the Contract is terminated by the City as provided herein, the Contractor will be paid for the service that it has performed up to the termination date. If the contract is terminated due to fault of the Contractor, the previous paragraph hereof relative to termination shall apply.

RELEASES AND RECEIPTS: The City of Cumby before making payments may require the Contractor to furnish releases or receipts for any or all persons performing work and supplying material or service to the Contractor, or any sub-contractors for work under this contract, if this is deemed necessary to protect its interests.

CARE OF WORK: The Contractor shall be responsible for all damages to person or property that occurs as a result of their fault or negligence in connection with the work performed until completion and final acceptance by the City.

SUB-CONTRACTS: The Contractor shall not execute an agreement with any sub-contractor or permit any sub-contractor to perform any work included in this Contract until they has received from the City of Cumby written approval of such agreement.

INSURANCE: All insurance must be written by an insurer licensed to conduct business in the State of Texas, unless otherwise permitted by Owner. The Contract shall, at their own expense, purchase, maintain and keep in force insurance that will protect against injury and/or damages which may arise out of or result from operations under this contract, whether the operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, of the following types and limits

1. Standard Worker's Compensation Insurance, as required by law.
2. Commercial General Liability occurrence type insurance City of Cumby, its officers, agents, and employees must be named as an additional insured):
 - a. Bodily injury \$500,000 single limit per occurrence or \$500,000 each person/\$500,000 per occurrence for contracts of \$100,000 or less; or Bodily injury \$1,000,000 single limit per occurrence or \$500,000 each person /\$1,000,000 per occurrence for contracts in excess of \$100,000; and,
 - b. Property Damage \$100,000 per occurrence regardless of contract amount; and,
 - c. Minimum aggregate policy year limit of \$1,000,000 for contracts of
 - i. \$100,000 or less; or, Minimum aggregate policy year limit of \$2,000,000 for contracts in excess of \$100,000.
3. Commercial Automobile Liability Insurance (Including owned, non-owned and hired vehicles coverage's).
4. listed items, and before commencing any of the work and within the time otherwise specified, Contractor shall file completed certificates of insurance

with the Owner.

5. None of the provisions in said certificate of insurance should be altered or modified in any respect except as herein expressly authorized. Contractor's insurance and proof thereof should contain endorsements that the policies will not be altered, modified or canceled unless at least thirty (30) days prior written notice has been given to the City of Cumby. Contractor's required endorsements shall also name the City of Cumby as Additional Insured and provide a Waiver of Subrogation in favor of the City of Cumby. Contractor is required to obtain comparable insurance and proof of such coverage from each sub-contractor performing work hereunder. Satisfactory proof of such insurance shall be provided to City, to include copies of all endorsements and Certificates(s) of Insurance upon execution of this Contract but in no event later than commencement of the work.

NOTICE TO PROCEED: Notice to Proceed shall be issued within ten (10) days of the execution of the Contract by OWNER. Should there be any reasons why Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between City and Contractor.